

Duties reserved by such new Lease, so far as the same exceed not the Rents and Duties reserved in the Lease, out of which such Under Lease was derived, as they would have had in case such former Lease had been still continued, or as they would have had, in case the respective Under Leases had been renewed under such new Principal Lease; any Law, Custom, or Usage to the contrary hereof notwithstanding.

VII. Provided always, That nothing in this Act contained shall extend to that part of *Great Britain* called *Scotland*.

I. Persons holding over Lands, &c. after Expiration of Leases, to pay double the yearly Value.

II. On half a Year's Rent in Arrear, Landlord may re-enter serving a Declaration of Ejectment. When Lessor in Ejectment may recover Judgment, &c. Not to bar the Right of any Mortgagee.

III. Lessees filing Bill in Equity, not to have an Injunction against Proceeding at Law, &c.

IV. Tenant paying all Rent with Costs, Proceedings to cease.

V. Method of recovering Seck Rents, &c.

VI. Chief Leases may be renewed without surrendering all the Under Leases.

VII. Not to extend to Scotland.

I. Tenant holding over to pay double yearly value.—A weekly tenant is not within the Statute, *Lloyd v. Rosbee*, 2 Camp. 453, nor, as it seems, a quarterly tenant, *Wilkinson v. Hall*, 3 Bing. N. C. 508, though the case turned on a question of pleading.

The Statute is a remedial law, and the penalty is given to the party grieved, *Wilkinson v. Colley*, 5 Burr. 2694.¹ In general, where a lease is for a certain time no notice to the tenant is required; but to entitle the landlord to the double value under this Statute notice and demand of possession are necessary, which, it is held, may be given previously to the expiration of the tenancy, *Cutting v. Derby*, 2 W. Black. 1075, although the order in which the words stand in this section might imply the contrary; indeed it was there considered more proper for the landlord to give notice, &c., *before* the end of the term, in order to prevent a surprise on the tenant. But *notice, &c., may be given after the expiration **710** of the tenancy, the landlord not having in the meantime done anything to recognize the defendant as continuing to be his tenant (as for instance by a distress, *Zouch v. Whittingale*, 1 H. Black. 311); in such a case the landlord, however, is entitled to the double value only from the time of notice and demand, and if the rent were before reserved quarterly, and the notice

¹ *Ordway v. Bank*, 47 Md. 241. Hence a court of equity which, though it often relieves against a penalty, never aids in enforcing one, will not assist a party in enforcing the penalty of this Statute. *Cross v. McClenahan*, 54 Md. 21.